

GENOVATION AI / TECH GENIUS

CONFIDENTIALITY, NON-CIRCUMVENTION, IP ASSIGNMENT & RESTRICTIVE COVENANTS AGREEMENT

This **Non-Disclosure, Confidentiality and Limited Non-Competition Agreement** ("**Agreement**") is entered into as of

(1) Genovation AI Inc. / Tech Genius Burlington Inc., a company with its principal office at 4-1440 Grahams Ln, Burlington, ON L7S 1W3 ("**Company**"), and

(2) John Smith residing at 123 ABC street, NY, USA ("**Recipient**").

Role Type (check one):

Independent Contractor

Employee

Freelancer

Referral Partner

Intern

Company and Recipient are collectively the "Parties".

1. Purpose

Recipient will receive access to Company's Confidential Information to perform services for Company ("**Purpose**"). Recipient agrees to use Confidential Information **only** for the Purpose and **never** for personal benefit or any third party.

2. Confidential Information — Definition

“**Confidential Information**” means any non-public information relating to Company or its clients/partners, whether disclosed orally, visually, in writing, by access, or by observation, including without limitation:

1. **Business & Strategy:** plans, roadmaps, pricing, margins, proposals, pitches, deal terms, market research, ICP lists, growth tactics, scripts, playbooks.
2. **Ideas & Concepts:** inventions, features, workflows, system concepts, “whiteboard” discussions, meeting notes, product decisions, future plans.
3. **Tech & Data:** code, repositories, APIs, architectures, diagrams, prompts, agent workflows, model configs, datasets, fine-tuning methods, integrations, automations QA processes, documentation.
4. **Operations:** SOPs, vendor terms, sourcing methods, QC/repair/refurb processes, internal policies, security practices.
5. **Commercial Relationships: vendor identities,** contacts, pricing, contracts, supplier lists, partner lists, customer lists, lead lists, prospect info, CRM data.
6. **Credentials & Access:** passwords, keys, tokens, accounts, phone numbers, call flows, calendars, internal tools, login methods.
7. **Client/Third-Party Info:** any information Company receives under confidentiality from clients/partners/vendors.

Confidential Information includes **derivatives:** summaries, screenshots, recordings, exports, notes, re-formatted versions, and anything “learned” by observation.

3) What is NOT Confidential (Limited Carve-Outs)

Confidential Information does **not** include information Recipient proves with written evidence that it:

- a) was publicly known **without breach**;
- b) was lawfully known by Recipient **before** disclosure;
- c) is independently developed **without** using Company’s Confidential Information; or
- d) is lawfully received from a third party **without** confidentiality restrictions.

4) Non-Disclosure & No External Sharing (Including Friends/Family)

Recipient shall:

- keep Confidential Information strictly confidential;
- not disclose to **anyone** outside Company, including **friends, family, roommates, social groups**, or online communities;
- not post or discuss Company information on social media, forums, Discord/Slack groups, or in public spaces;
- disclose internally **only** to authorized Company personnel on a need-to-know basis.

No recordings: Recipient may not record meetings/calls/screens (audio/video/screen capture) unless Company gives prior written consent.

5) No Unauthorized Contact / Non-Circumvention (Vendors, Clients, Partners) – Core Protection

Recipient shall **not**, directly or indirectly, without Company's prior written approval:

1. contact, solicit, negotiate with, or do business with any **Company vendor, supplier, client, lead, prospect, partner, contractor, or referral source** that Recipient learned about through Company;
2. attempt to bypass Company to obtain better terms, side deals, referral fees, commissions, discounts, or separate arrangements;
3. introduce third parties to Company vendors/clients for the purpose of doing business outside Company;
4. use Company relationships to benefit Recipient or another business.

This clause applies **during the engagement and for 36 months after** the last date Recipient performs services for Company (the "**Restricted Period**").

6) Non-Solicitation (People + Business)

During the engagement and for the Restricted Period, Recipient shall not directly or indirectly:

- solicit or entice away any Company employee, intern, contractor, advisor, or recruit;
- solicit Company customers/clients/leads/prospects for competing or similar services/products;
- encourage any vendor/partner to reduce or stop working with Company.

7) Permitted Work in Same Industry (But No Use of Your Stuff)

Company does **not** prohibit Recipient from working in the same industry generally. However, Recipient may **never** use Company Confidential Information, systems, prompts, scripts, pricing, vendor relationships, product roadmap, or internally developed ideas learned at Company to build, improve, or operate any outside product/service.

8) IP Ownership + Assignment (This is what stops “copying ideas”)

8.1 Work Product. All work created, authored, designed, developed, discovered, reduced to practice, or delivered by Recipient in connection with the engagement (“**Work Product**”) is owned exclusively by Company from creation.

8.2 Assignment. Recipient hereby irrevocably assigns to Company all rights, title, and interest worldwide (including copyright, patent rights, trade secrets, and all moral rights to the extent permitted) in all Work Product and any related inventions, improvements, and developments.

8.3 Work-Made-For-Hire (where applicable). To the extent permitted, Work Product is “work made for hire” for Company. If not legally deemed work-made-for-hire, the assignment in 8.2 applies.

8.4 Assistance. Recipient will sign further documents and assist Company (at Company’s expense) to secure IP protection.

8.5 Pre-Existing IP. Recipient must list any pre-existing tools/code/templates they will use in **Schedule A**. Any pre-existing IP not listed is presumed not used or is assigned to Company to the extent embedded in Work Product. If listed and approved, Recipient grants Company a perpetual, worldwide, royalty-free license to use it as part of Company systems.

9) Security & Handling Requirements (Strict)

Recipient must:

- use only Company-approved tools/accounts for Company work;
- not forward Company emails/files to personal accounts;
- store files only in Company-approved drives/repos;
- protect devices with password + encryption;
- immediately report any suspected breach, loss, or unauthorized access.

Recipient may not:

- copy source code or data to USB/personal drives;
- download client/vendor lists;
- export databases/CRMs;
- use Confidential Information in personal AI tools unless explicitly permitted in writing.

10) Return/Deletion of Materials (No Copies)

Upon request or termination, Recipient must within **24 hours**:

- return all Company property and materials;
- delete all Company information from personal devices/accounts;
- certify in writing that deletion/return is complete.

Company may request an audit/verification of deletion (reasonable scope).

11) Legal Compulsion (Court / Government Request)

If Recipient is legally required to disclose any Confidential Information, Recipient must:

1. promptly notify Company (unless prohibited by law), and
2. cooperate to seek protective treatment, and
3. disclose only what is strictly required.

12) No License

No rights are granted to Recipient by implication or otherwise except the limited right to use Confidential Information for the Purpose.

13) Remedies (Injunction + Costs) – Strong Enforcement

Recipient acknowledges breach would cause irreparable harm. Company is entitled to:

- **injunctive relief** (court order to stop the breach) without posting bond where permitted;
- recovery of damages, profits gained, and/or reasonable royalties;
- recovery of **legal fees and enforcement costs** to the fullest extent permitted;
- equitable remedies including delivery up/destruction of materials.

14) Term & Survival

This Agreement starts on the Effective Date. Confidentiality obligations survive for **5 years** after termination, and for **trade secrets** they survive as long as information remains a trade secret under applicable law. Sections 5–6 (non-circumvention/non-solicit) survive for the **Restricted Period**.

15) No Conflicting Obligations

Recipient represents they are not bound by any agreement that conflicts with this Agreement. Recipient will not bring third-party confidential information to Company.

16) No Authority

Recipient has no authority to bind Company or represent Company unless expressly authorized in writing.

17) Governing Law & Venue

This Agreement is governed by the laws of **Ontario, Canada**, excluding conflict rules. Parties attorn to the exclusive jurisdiction of courts in **Ontario, Canada**.

18) Severability & Blue-Pencil

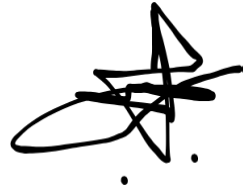
If any provision is unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions continue in full force.

19) Entire Agreement; Amendments

This is the entire agreement regarding confidentiality/IP/non-circumvention and supersedes prior discussions. Any amendment must be in writing and signed by both Parties.

20) Signatures (Electronic OK)

Company: Tech Genius Burlington Inc.
Name/Title: **Jamal Hossain, CEO**

A handwritten signature in black ink, appearing to be 'Jamal Hossain', with a large loop on the left and several strokes on the right.

Jasraj Singh Johal

 Sign Here